



KŪKULU KE EA A KANALOA

KAHO'OLawe ISLAND RESERVE COMMISSION

811 Kolu Street, Suite 201, Wailuku, HI 96793
Telephone (808) 243-5020 Fax (808) 243-5885

COMMISSION MEMBERS

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BURT H. SAKATA
Vice-Chair
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SOL P. KAHO'OHALAHALA
Executive Director

Procurement Notice Posted: April 5, 2007

INVITATION FOR BIDS No. BC07-CK01

SEALED OFFERS TO PROVIDE FOOD PREPARATION AND SERVICE FOR THE KAHO'OLawe ISLAND RESERVE COMMISSION

WILL BE RECEIVED UP TO AND OPENED AT 12:00 NOON ON
MAY 1, 2007

AT THE OFFICE OF THE KAHO'OLawe ISLAND RESERVE COMMISSION, 811 KOLU STREET, SUITE 201, WAILUKU, HAWAII 96793. DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO MR. STEPHEN FULTON (TELEPHONE 808-243-5030 OR E-MAIL sfulton@kirc.hawaii.gov) or MS. MICHELE MCLEAN (TELEPHONE 808- 243-5891 OR E-MAIL mmclean@kirc.hawaii.gov).

BACKGROUND

Hawai'i State Law establishes the Kaho'olawe Island Reserve (Reserve) and the Kaho'olawe Island Reserve Commission (KIRC). The KIRC governs the Reserve, manages its environmental restoration and preservation, and determines the appropriate uses of the island of Kaho'olawe and its marine waters two miles seaward from the shoreline.

Pursuant to Chapter 6K of the Hawai'i Revised Statutes (HRS), the Reserve is to be used solely and exclusively for the preservation and practice of all rights customarily and traditionally exercised by native Hawaiians for cultural, spiritual, and subsistence purposes; preservation and protection of its archaeological, historical, and environmental resources; and rehabilitation, revegetation, habitat restoration and preservation, education, and fishing. Commercial uses are strictly prohibited.

Title X of the Defense Appropriations Act of 1994 (Title X) returned Kaho'olawe to the State of Hawai'i and required the U.S. Navy to complete a program of unexploded ordnance (UXO) removal and environmental remediation within ten years. Under the authority of Title X, the Navy and the State executed a Memorandum of Understanding (MOU) signed May 7, 1994, designating the KIRC as the representative of the State of Hawai'i in all agreements, plans, and protocols. On November 11, 2003, ten years after the enactment of Title X, the U.S. Navy ended its UXO removal activities in the Reserve and transferred access control to the KIRC.

Kaho'olawe Island is located 151.3 km (94 miles) southeast of Oahu and 9.7 km (6 miles) southwest of Maui, and has an area of approximately 28,800 acres. It is 17.7 km (11 miles) long, 11.3 km (7 miles) wide and has a peak elevation of 450 m (1,477 feet). The Kaho'olawe Island Reserve includes the island and waters extending seaward 3.2 km (2 miles) from the shoreline.

The island is remote and uninhabited, without permanent facilities or utilities, and includes only limited dirt roads and foot trails. A "base camp" is located at Honokanai'a, on Kaho'olawe's southwest coast; it includes basic structures for sleeping quarters, storage, workshops, offices, galley and mess deck. Telephone, internet and radio communications are provided by microwave and radio links; television is provided by satellite dish.

PURPOSE AND OBJECTIVE

KIRC Program, Operations and contracted staff, along with volunteer groups, typically mobilize to Kaho'olawe on Monday mornings via helicopter from the Kahului, Maui heliport. They stay in base camp for three nights, extracting via helicopter on Thursday afternoons. From time to time, perhaps once or twice per month, staff and volunteers will stay over a weekend, mobilizing on Thursday and extracting on Monday.

The purpose of this Invitation for Bids is to procure services to provide breakfast, lunch or field lunch, and dinner for KIRC staff, contracted staff and volunteers.

SCOPE OF WORK

Specifications

Food Service Needs. As described above, the primary food service needs are for three meals per day, four days per week, for approximately 20 – 30 people. Meal service would begin with lunch on Monday and finish with lunch on Thursday, for a total of three breakfast services, four lunch services, and three dinner services.

Approximately one to two times per month, a weekend access may be planned for approximately 20 people. Food service needs for these accesses would also be for three meals per day, beginning with dinner on Thursday and finishing with breakfast on Monday, for a total of four breakfast services, three lunch services, and four dinner services.

All regular meal service takes place in the galley/mess deck. Lunch service may also sometimes include the provision of field lunches. The number of regular meals and field lunches per week are determined in advance.

For the standard Monday – Thursday groups, it is expected that the meals will be prepared fresh before serving, and that a variety of options will be offered (buffet style). For the Thursday – Monday groups, fresh preparation is preferred, but meals can also be prepared ahead of time and refrigerated or frozen for the groups to serve themselves.

Ordering and Menus. The Contractor shall be responsible for preparing food and supply orders for submittal to KIRC staff on Tuesday or Wednesday for delivery the following Monday. Food and supply orders will predominantly consist of items on KIRC's vendors' lists. To facilitate ordering and provide consistency and balance, the Contractor will work with KIRC staff to create weekly or monthly menus.

Facilities. The galley is fully equipped with an electric grill, electric stove, electric warming/prep stove, electric deep-fat fryer, walk-in refrigerator, three-door (side-by-side) refrigerator, two conventional refrigerators, two chest freezers, two stand-up freezers, three-door (side-by-side) freezer, stand-alone mixer, ice machine, heated buffet line, and standard pots, pans and utensils. A Vulcan propane stove is expected to be installed by the end of April.

Prep and Clean-up. All preparation is the responsibility of the Contractor, though volunteers sometimes assist. Meals are typically presented self-serve buffet style, with personnel using plastic trays and utensils, and paper plates, bowls and napkins. Beverages are provided via single-serve bottles and cans (water, juice, soda) or styrofoam cups (coffee and tea). Personnel are responsible for clearing their tables after each meal, disposing of all waste and returning trays to the galley. All dish washing and galley clean-up is the responsibility of the Contractor, though volunteers sometimes assist.

Transportation and Accommodations. The KIRC provides transportation between Kaho'olawe and Maui via helicopter (Pacific Helicopter Tours, Inc. at the Kahului heliport). Transportation and parking at the heliport are the responsibility of the Contractor.

While on Kaho'olawe, accommodations are also provided by the KIRC. Behind the mess deck and galley are small, private cook's quarters equipped with a bunk and other basic furnishings, window-mounted air conditioner and electric lighting and outlets. Fresh linens are provided as needed. Telephone, television and internet services are provided in several communal areas but not in the cook's quarters. Behind the quarters are a few private, single-stall showers, as well as male and female shower trailers. Also behind the quarters, as well as in other locations throughout base camp, are composting toilet structures. These shower and toilet facilities are shared by staff and volunteers, though each individual facility provides privacy.

Hours. It is estimated that the Contractor will work approximately 50 hours per week for the Monday – Thursday shift, and approximately 50 hours for the Thursday – Monday shift. The Contractor can bill the KIRC for the time spent working on-island, but not for transportation time nor for non-working time on-island. Breakfast shall be made available at approximately 5:30 a.m., lunch at approximately 11:30 a.m., and dinner at approximately 5:30 p.m. Each meal service shall be open for one hour. Field lunches shall be available for pick-up by approximately 7:30 a.m.

In addition to the above specifications, the Contractor shall provide any other standard services not listed herein but deemed necessary for the proper preparation of meals, cleaning and sanitizing of the kitchen, maintaining necessary supplies, and ordering of food items. The cost for all food and supplies are covered by the KIRC.

Over the past few years, food services were provided by a single cook, with frequent and extensive support by KIRC volunteers. It is generally believed that one individual cannot perform all of these services week after week, including weekend access, without fatigue and "burn-out" eventually taking a toll. The Scope of Services could be more effectively performed with personnel rotation, support or back-up, taking into account the estimated number of work hours per month for the two shifts.

Qualifications and Experience

Bidder shall provide a detailed list of qualifications, training, licensing, experience and references for the personnel who will be performing the Scope of Services described above.

Indemnification and Insurance Requirements

Contractor shall defend, indemnify, and hold harmless the State of Hawai'i, the KIRC, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fees, and all claims, suits, and demands

therefore, arising out of or resulting from the acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors under this contract. In the case the State of Hawai'i, the KIRC, and their officers, employees, or agents, without any fault on their part, be made a party to any litigation commenced by or against the Contractor in connection with this Contract, the Contractor shall pay all costs and expenses incurred by or imposed on the State of Hawai'i, the KIRC, and their officers, employees, or agents, including attorneys' fees.

Contractor shall, at its own expense, procure and maintain in full force at all times during the term of the contract Commercial General Liability Insurance, with a Bodily Injury and Property Damage single limit liability of at least TWO MILLION DOLLARS (\$2,000,000) in the aggregate. Such insurance will include coverage in like amount for products/completed operations, contractual liability, and personal and advertising injury. "Claims made" policies are not acceptable.

SPECIAL PROVISIONS.

Prospective bidders who wish to visit base camp and other on-island assets and facilities in order to prepare their bid(s) can be provided with transportation to and from Kaho'olawe via helicopter during the week of April 16, 2007, as seats are available.

Prospective bidders who wish to schedule a site visit must contact the KIRC as soon as possible prior to the access date so that KIRC's standard access request forms can be completed and helicopter services arranged. Contact should be made with the individuals listed on the cover page of this IFB.

Terms and Acronyms Used Herein

Procurement Officer	= The contracting officer for the Kaho'olawe Island Reserve Commission; for this IFB, Ms. Michele McLean
SPO	= State Procurement Office (State of Hawai'i).
KIRC	= Kaho'olawe Island Reserve Commission, 811 Kolu Street, Suite 201, Wailuku, HI 96793.
State	= All agencies, including schools, participating in this agreement.
Bidder or Offeror	= Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	= Hawai'i Revised Statutes
HAR	= Hawai'i Administrative Rules
GTC	= General Conditions, State of Hawai'i form AG-008, dated November 15, 2005
IFB	= Invitation for Bids
GET	= General Excise Tax

Scope

The provision of food preparation and service for the Kaho'olawe Island Reserve Commission shall be in accordance with these Special Provisions, the Specifications herein, and the GTC, included by reference and available at the SPO, the Department of Accounting and General Services District Offices, and on the State of Hawai'i website: <http://www4.hawaii.gov/StateFormsFiles/ag008.doc>

State's Commitment

In return for bids submitted, the Kaho'olawe Island Reserve Commission will enter into a contract for the food preparation and service, as specified herein, with the successful low responsible bidder.

Term of Contract

The successful low bidder shall enter into a contract as specified in the Notice to Proceed. The initial contract term is anticipated to be ten (10) months, beginning no later than September 1, 2007.

The contract(s) may be extended by mutual agreement for up to three (3) additional time periods of up to twelve (12) months each, provided that the contract price(s) for the extended period conforms to Price Adjustment provisions herein.

Federal Funds

It is understood and agreed by all bidders that if this contract is payable in whole or in part from federal funds, Contractor agrees that, as to the portion of the compensation under this contract to be payable from federal funds, the Contractor shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the State of Hawaii to receive anticipated federal funds shall not be considered a breach by the State of Hawaii or an excuse for nonperformance by the Contractor.

Contract Administrator

For purposes of this contract, Ms. Michele McLean is designated Contract Administrator. Ms. McLean may be reached by telephone at 808-243-5891, facsimile at 808-243-5885 or email at mmclean@kirc.hawaii.gov.

Responsibility of Bidders

Bidder is advised that if awarded a contract under this solicitation, bidder shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawai'i business"); or
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawai'i business").

Refer to the "Award of Contract" provision below for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

Bidder's Authority to Sell

KIRC will not participate in determinations regarding a bidder's authority to offer a service. If there is question or doubt regarding a bidder's right or ability to provide a service, the bidder should resolve that question prior to submitting a bid. If a bidder offers a service that meets specifications and is acceptable, and the price submitted is the lowest responsible bid, the contract will be awarded to that bidder.

If after award, it is revealed that the Contractor cannot, for any reason, provide the service under contract, then the provisions of Paragraph 13, "Termination for Default" (pages 5-6), of the GTC shall apply.

Bid Preparation

Offer Form, Page OF-12. Bidder is requested to submit its offer using bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate the exact legal name in the appropriate space on the Offer Form, Page OF-12. Failure to do so may delay proper execution of the contract.

The authorized signature on Page OF-12 of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the bidder's intent to be bound.

Hawai'i Business. A business entity referred to as a "Hawai'i business", is registered and incorporated or organized under the laws of the State of Hawai'i.

Compliant Non-Hawai'i Business. A business entity referred to as a "compliant non-Hawai'i business," is not incorporated or organized under the laws of the State of Hawai'i but is registered to do business in the State.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Bidders are advised that they are liable for the Hawai'i GET at the current rate and the applicable use tax at the current rate. If, however, a bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption (see page OF-13).

Taxpayer Preference. For evaluation purposes, pursuant to §103D-1008, HRS, the bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment (see page OF-13).

Bid Price. Prices shall include all costs incurred in the performance of the contract except the Hawai'i GET. The amount of GET may be added to the invoice as a separate line item and shall not exceed the current rate. The prices quoted shall be the all inclusive cost to KIRC and no other charges will be honored.

Qualifications and Training. The burden of proof as to the quality and suitability of the service(s) offered is on the bidder. Accordingly, bidder shall submit documentation, certification, licensing, brochures and/or literature verifying that the services offered conform to the specifications and that the personnel to perform the services are qualified. If and when requested, bidder shall at his own expense, within three (3) working days from date of KIRC's request, furnish any additional information necessary relating to the services being considered for award. KIRC will be the sole judge as to the comparative quality and suitability of all submitted bid packages, and its decision will be final.

Submission of Offer

Offers shall be received at the Kaho'olawe Island Reserve Commission, 811 Kolu Street, Suite 201, Wailuku, Hawaii 96793, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the KIRC time stamp clock. Offers received after the deadline shall be returned unopened.

Award of Contract

Method of Award . To be considered for award, bidder is required to bid on all items (items may be subcontracted). Award(s), if any, shall be made to the responsive responsible bidder submitting the lowest estimated bid.

Responsibility of Lowest Responsive Bidder. Reference "Responsibility of offerors" in §3-122-112, HAR. If compliance documents have not been submitted to the KIRC prior to award, the lowest responsive bidder shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award and final payment. Instructions are as follows:

Pursuant to §103D-328, HRS, the lowest responsive bidder shall be required to submit a tax clearance certificate issued by the Hawai'i State Department of Taxation ("DOTAX") and the Internal Revenue Service ("IRS"). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date it is received by the KIRC.

The tax clearance certificate shall be obtained with a "Tax Clearance Application" Form A-6 (Rev. 2003), which is available at the DOTAX and IRS offices in the State of Hawai'i or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.state.hi.us/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
(800) 222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the bidder, and must be submitted directly to the DOTAX or IRS and not to the KIRC.

Contractor is also required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award. Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive bidder shall be required to submit an approved certificate of compliance issued by the Hawai'i State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the KIRC.

The certificate of compliance shall be obtained with an "Application for Certificate of Compliance with Section 3-122-112 HAR" Form LIR#27, which is available at <http://hawaii.gov/labor/formsall.shtml>, or at the neighbor island DLIR District Offices. The DLIR will return the form to the bidder, who in turn shall submit it to the KIRC.

The application for the certificate is the responsibility of the bidder, and must be submitted directly to the DLIR and not to the KIRC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive bidder shall be required to submit a "Certificate of Good Standing" issued by the State of Hawai'i Department of Commerce and Consumer Affairs ("DCCA") Business Registration Division. The Certificate is valid for six months from date of issue and must be valid on the date it is received by the KIRC.

To obtain the Certificate, the bidder must first be registered with DCCA. A sole proprietorship, however, is not required to register with DCCA, and therefore not required to submit the Certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone, bidders can call (808) 586-2727 (M-F 7:45 to 4:30 HST). Bidders are advised that there are costs associated with registering and obtaining the Certificate.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the KIRC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, a bidder otherwise responsive and responsible may not receive the award.

Final Payment Requirements. In addition to a Tax Clearance form, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of SPO Form-22 is available from the KIRC or at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

Execution of Contract

No performance or payment bond shall be required for this contract.

KIRC shall forward to the successful bidder a formal contract to be signed by the Contractor and returned to KIRC within five (5) days. No work is to be undertaken by the Contractor prior to the commencement date specified in the Notice to Proceed issued by the KIRC upon execution of the contract by both parties. The State of Hawai'i and/or KIRC is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

Notice to Proceed

No work is to be undertaken by the Contractor(s) prior to the official commencement date in the Notice to Proceed. The State and/or KIRC is not liable for any work, contract, costs,

expenses, loss of profits, or any damage whatsoever incurred by the Contractor(s) prior to the work start date.

Liquidated Damages

In the event the Contractor does not perform under the terms of the contract, Paragraph 9, "Liquidated Damages" (page 4), of the GTC shall apply. Liquidated damages are fixed at the sum one percent (1%) of the final contract price per day for each and every calendar day the Contractor does not perform its services pursuant to the contract.

Price Adjustment

During any contract extension period, if applicable, the Contractor may request an increase(s) in contract price when a substantial price increase(s) on products or services is imposed upon the Contractor. Such request must be made in writing to the Procurement Officer and must meet the following conditions:

1. Request for a price increase(s) shall be limited to the actual increase(s) imposed upon the Contractor.
2. Contractor shall submit at the time of such written request, documentation or verification of the increase(s) imposed upon the Contractor.
3. No price increase will be allowed for the initial contract term. A price increase(s), if any, shall be effective upon approval by the Procurement Officer; approval shall be made within ten (10) calendar days after receipt by KIRC.

Invoicing

Contractor shall submit one original and three copies of each invoice to the address below. Invoices should reference the assigned contract number.

Kaho'olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, HI 96793

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22) will be required for final payment. A copy of the form is available through KIRC and is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Chapter 103D, HRS, pop-up menu.

Payment

Section 103-10, HRS, provides that KIRC shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, KIRC will reject any offer submitted with a condition requiring payment within a shorter period. Further, KIRC will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS.

KIRC will not recognize any requirement established by the Contractor and communicated to KIRC after award of the contract, which requires payment within a shorter period or interest payment not in conformance with §103-10, HRS.

Protest

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. It is further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the bulletin board at the Kaho'olawe Island Reserve Commission front office, 811 Kolu Street, Suite 201, Wailuku, Hawai'i 96793.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Chairman of the Board of Land and Natural Resources, 1151 Punchbowl Street, Honolulu, Hawai'i 96813 or P.O. Box 621, Honolulu, Hawai'i 96809.

FOOD PREPARATION AND SERVICE
Kaho'olawe Island Reserve Commission
IFB No. BC07-CK01

Ms. Michele McLean
Kaho'olawe Island Reserve Commission
811 Kolu Street, Suite 201
Wailuku, Hawai'i 96793

Dear Ms. McLean:

The undersigned has carefully read and understands the terms and conditions specified in the General Conditions, State of Hawai'i form AG-008, dated November 15, 2005, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawai'i Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

☐ A **Hawai'i business** incorporated or organized under the laws of the State of Hawai'i;
OR

☐ A **Compliant Non-Hawai'i business** not incorporated or organized under the laws of the State of Hawai'i, but registered at the State of Hawai'i Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawai'i.
State of incorporation: _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture
☐ Other _____

Federal I.D. No.: _____

Hawai'i General Excise Tax License I.D. No.: _____

Payment address (if other than street address below): _____

City, State, Zip Code: _____

Business address (street address): _____

City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____

Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____

Name and Title (Please Type or Print)

E-mail Address: _____

* _____
Exact Legal Name of Company (Offeror)

*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

TAX EQUALIZATION CERTIFICATE

(See Special Provisions)

SUBJ: IFB No.: BC07-CK01
Description: Food Preparation and Service

Out-of-state Offerors not possessing a Hawai'i General Excise Tax (GET) license must answer all questions:

- | | <u>Yes</u> | <u>No</u> |
|---|------------------|-----------|
| | (check only one) | |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawai'i (SOH)? | _____ | _____ |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | _____ | _____ |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH? | _____ | _____ |
| 4. Will your business provide any services in the SOH under the contract to be awarded? | _____ | _____ * |

*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s): _____

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawai'i Revised Statutes (HRS), at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the taxpayer preference provision described in Section 103-1008, HRS, applies to you.

Offeror _____

Signature _____

Title _____

Date _____